Exhibit 1

Skytel Group

Warren Havens, President
Jimmy Stobaugh, GM

August 31, 2012

Derek Meek
For the Committee of Unsecured Creditors
Via email to dmeek@burr.com

Re: "Skytel Plan" - Maritime Communications / Land Mobile LLC DIP

This is an outline (v1) of the plan I summarized to you on the phone.

Herein, "Skytel" means all of the entities listed in filings in this case encompassed by that term (also listed below), and any parties that control or are controlled by those entities, and their officers, managers, directors, and agents. Herein, "Debtor" means both the current Debtor-in-Possession and any entity under any proposed reorganization plan. Unless otherwise stated, "licenses" mean the FCC licenses which are currently purportedly held by the Debtor.

Summary

Skytel proposes as follows, each numbered undertaking (or "step") to become final concurrently, upon satisfaction of all of the steps:

(1) Clear licenses of adverse claims:

Skytel would dismiss with prejudice all of its claims against the licenses in current FCC and court proceedings, and agree to make no additional such claims.

(2) Clear FCC Hearing claims against licenses, and terminate the Hearing:

Skytel would attempt to obtain, and would obtain, FCC settlement of the Hearing against the Debtor to allow the Skytel plan to proceed (the FCC would have to agree: there is good reason to believe it would; and Debtor would have to agree).

(3) Sell sufficient licenses to fully pay case costs and creditors:

With the FCC licenses thereby fully cleared of all pending claims (thus, far improved in value, and readily assignable), (a) the sales contemplated by the APAs approved by the bankruptcy court would be consummated (Skytel would dismiss its appeals of these), and (b) Skytel would market, secure, and consummate other sales of the licenses (and if called for, use Skytel asset liquidation as well),[1] such that the total proceeds cover, in full: (i) the legal and proper case administration costs, and (ii) and all legitimate secured and unsecured debt.[2] [4] This would include the FCC required auction-shortfall and fine payments, whether as listed in the FCC-United States proof of claim on file in the case, or as otherwise required by the FCC for it to agree to item (2); and

(4) Obtain the remainder of the licenses:

Skytel would obtain the remainder of the FCC licenses' spectrum, either by the FCC, at no cost, reissuing said spectrum to Skytel entities as new licenses, or by license assignment (but with the construction deadlines set as if they were new licenses).

Discussion

Skytel is described in Exhibit 3 below.

The plan is simple. The Debtor licenses have not been sold and assigned for years since there are valid legal claims against them by Skytel and the FCC. These claims would be cleared under the Skytel plan, sufficient licenses sold (and see footnote 1) to fully pay creditors (including the FCC) and case administration costs, with the remainder of the spectrum re-licensed by the FCC to Skytel entities—far less than its legal claims, which is to all of the licenses.[5]

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[1] If useful to efficiently complete this step, Skytel has assets it may liquidate, including by sale of some of its AMTS licenses for which it has current and expected additional opportunities. *See also* Exhibit 3 below.

[2] Excluding what the FCC requires to be excluded, whether under its "Second Thursday" criteria or on some other basis, in the exercise under step (2).

[4] Skytel's proof of claim, based largely on its antitrust claims pending in the District Court in New Jersey, would be assigned a $2.5 million value, but paid as an administrative cost of Skytel for its services in steps (2) and (3) at a rate not to exceed $65,000 per month, as to be determined by Skytel as useful to effectively prosecute these steps. (Skytel believes based on a strong record reflected in its Third Amended Complain in this case, and related FCC records, that the fair value of this claim is far higher.) In addition, Skytel's actual reasonable costs to obtain the MCLM-Mobex files from the storage company (NCASS) and have them scanned, would be an allowed administrative expense in the case, capped at $ 55,000 (bonded copier fees, legal fees, and other direct costs).

[5] All of the geographic licenses, of which Skytel entities were the lawful high bidder in FCC Auction 61, and for which Skytel entities already fully paid the FCC (overpaid by a multiple), and all of the remaining site-based licenses that, under 47 C.F.R. §80.385(c) "automatically revert," with no consideration due, to the Skytel entities that bought and hold the surrounding same-frequency ("co-channel") geographic licenses, where the site-based licenses are invalid (for lack of construction, operation, and coverage) (and we

Other plans cannot clear off these claims against the licenses without, at least, continuation of legal actions for probably five or more years before the FCC, the District Court, and possibly higher courts, in which (we believe is apparent to parties that seriously examine the facts with legal expertise) the chance of prevailing is doubtful, of prevailing more than the Skytel Plan offers is highly unlikely, and is negligible on a time- and risk-adjusted basis.

On the other hand, the chances of the Skytel plan are strong and multiples greater the CTI or Choctaw (or other) plans, especially on time- and risk- adjusted basis. Skytel already has the leadership position in AMTS and other FCC spectrum nationwide in the relevant markets (wireless for needed, improved critical infrastructure systems), to address market needs. This will be employed to effectively market and sell sufficient spectrum to accomplish this plan: the Debtor licenses spectrum, and as indicated above, potentially some of the Skytel spectrum (it would make little difference to Skytel, given step (4) of the plan). This will be a much stronger marketing position than under any other plan for obvious reasons: the supply is more full and the deliver to the market is more experienced and effective. In addition, Skytel is known in the market for closing all of its spectrum transactions once executed and presented to the FCC (as shown in FCC records).

Skytel entities have a far greater amount of FCC licensed radio spectrum nationwide than the total in the Debtor's FCC licenses.[6] The plan result summarized above would be useful for our business plans that have been public for a decade and have support under federal and state agency goals and programs, in accord with principal FCC goals.[7] We have certain business opportunities at this time that make this Skytel plan worth attempting for a window of time.

The FCC has already indicated willingness to engage in settlement discussions indicated in item (2) above. In Skytel's view, the FCC is less likely to settle later in the Hearing verses in the near term.[8] In addition to the FCC own reasons to favorably consider

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believe, separately, due to lack of licensee character leading to revocation, as described in the Hearing Designation Order, FCC 11-64).

[6] See Exhibit 3 by: an approximate 1750 / 200 ratio. Skytel licenses include approximately 2,000 35-43 MHz licenses in aggregate with nationwide coverage, the majority of geographic AMTS covering the vast majority of the nation, and 6+ MHz of 900 MHz licenses covering the same. The Skybridge foundation holds a large portion of those licenses, permanently in public trust for nonprofit support of government goals of smart transportation, energy and environment. Our LLCs pursue the same goals, but on a commercial basis. We know the radio-spectrum market that the Debtor approached, since it is part of our core plan pursued for over a decade.

[7] See Exhibit 3 below.

[8] Our view is based on, among other things, our opinion that the Debtor has failed to provide a credible defense of its claims to valid site-based licenses (and already conceded on most of them), has no credible defense shown to date in the Hearing or in the

the Skytel plan step (2), the Skytel plan step (1) would clear up extensive proceedings before the FCC that have built up for over a decade, approaching one thousand filings and dozens of decisions, all still in pending actions. This clearance would also benefit the FCC, thus increasing the probability of success in step (2).

Skytel has claims against and to all of the Debtor licenses, and also against the Debtor (and its owners and controllers) for antitrust law violations for large cash damages that Skytel believes exceed, on discounted basis, all of the Debtor's listed debt. *See* Exhibit 2. As described in footnote 4, the Skytel plan would fix this at a certain low amount verses its fair value in Skytel's view, and effectively convert that claim amount into an administrative cost fund to be metered out to Skytel to support execution of the plan. If Skytel Plan is not adopted, then Skytel will pursue its claim, seeking its full fair value (in addition to its FCC and court claims indicated herein).

While in summary fashion, these Skytel claims are reflected in Skytel filings in the bankruptcy case, there is major misconception of these by other parties, including Choctaw and Council Tree Investors (CTI) that we next address.

The Skytel claims in FCC and court proceedings that exist now, and others that Skytel may timely file (if good cause is found), are under FCC law (Communication Act statutes and FCC rules) and procedures that, until resolved, make any FCC approval -- including under a grant of "Second Thursday" extraordinary relief -- *not* a "final FCC Order." *See* Exhibit 1 below.

The Choctaw and CTI plans appear to be based upon the mistaken belief that if the FCC grants "Second Thursday" relief, then (by that alone) license sales can be closed and consummated, including payment of the purchase price. The reason this is not the case is explained in Exhibit 1 below: FCC "final orders" are required by buyers for clear reasons under applicable FCC law, economic risk and prudent business.

If this outline meets with sufficient interest, Skytel can address these matters further.

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investigation leading up to the Hearing, against the charges of wronging as to the subject auction and post-auction matters, and cannot come close to meeting standards under "Second Thursday," but instead suggests a new standard it would like the FCC to establish, but which the FCC will not set, including since there is no public-interest regulatory basis to provide clearance, for a Debtor licensee in the middle of a license revocation and sanctions hearing under grave causes, of the FCC claims against its licenses with an aggregate fair value that is a multiple of the alleged innocent debt. Also, Skytel asserts that, based on applicable law, Second Thursday does not apply in this case at all. For example, this case does not simply involve the Debtor licenses in the FCC Hearing. *See, e.g.*, Dkt. #552 in the bankruptcy case.

Sincerely,

Warren Havens

Individually, and as President of each of:

Skybridge Spectrum Foundation
Verde Systems LLC
Environmental LLC
Intelligent Transportation & Monitoring Wireless LLC
Telesaurus Holdings GB LLC

Also in association with V2G LLC

Operations office:

2509 Stuart Street
Berkeley CA 94705
(510) 841 2220

Exhibits attached

Concerning FCC "final orders" and related.

This concerns the issue that in FCC-license sales, the buyer virtually never pays the purchase price without the FCC approval of the assignment application becoming a "final order" of the FCC. Below we include excerpts from some of the Debtor APAs to illustrate this. First, we discuss relevant law and background.

This issue is based upon Communication Act statutes including those dealing with petitions to deny license assignment (and other) applications, 47 U.S.C. §309(d); with petitions for reconsideration of denials of petitions to deny, 47 U.S.C. §405; with exclusive authority of the FCC in licensing matters, including in assignments under 47 U.S.C. §310(d),[9] as well other statutes and related FCC rules implementing the statutes.

Without this "final order" condition being met, buyers do not take on an obligation to close in a license APA, and do not close and pay the purchase price (but for exceptional situations that would make not sense in this case of the Debtor licenses). That is because until the FCC order is final, it is being formally challenged (under the law noted above), and if the challenge is successful, then the FCC approval of the license assignment and sale is reversed, and the license bought and paid for is revoked.

In this regard -- as is fully public and ascertainable immediately in online FCC records of Debtor's licenses -- Skytel has many formal challenges, under the above noted FCC law (and other law), to all of the Debtor licenses (geographic and site-based) pending before various levels of the FCC, and in District Court. These are apart from the FCC Maritime (Debtor) Hearing in which Second Thursday relief[10] may be attempted and in which Skytel is aligned with the FCC Enforcement Bureau and the full Commission that issued the Hearing Designation Order.[12] Skytel expects to challenge any initial FCC grant

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[9] A license confers no right of "ownership," 47 U.S.C. § 301, and may not "be transferred, assigned, or disposed of in any manner" without the Commission's prior determination that such disposition will be in the public interest, 47 U.S.C. § 310(d).

[10] This theoretical relief does not apply to license terminations (e.g., terminations of the site-based licenses involved in this Hearing), but applies potentially only to license revocations (e.g., revocations of the geographic licenses involved in this Hearing). Also, this Hearing does not involve or have jurisdiction over the other aforementioned Skytel claims against and to all of the Debtor licenses. That is clear in the Hearing Designation Order, FCC 11-64, and the hearing record to date. The Hearing is before an Administrative Law Judge, and said Skytel other challenges are before the Wireless Bureau, the full Commission, and other authorities.

[12] Skytel's years of investigations of and formal challenges to the Debtor and its predecessors and affiliates led to the Hearing, as the Hearing Designation Order, FCC 11-64 explains.

of any Second Thursday relief to the Debtor for various good cause (private and in the public interest) already in large part expressed in FCC filings.

Skytel believes that these Skytel challenges will all have to be overcome by the Debtor, in final legal action decisions, before any FCC approval of the sale of any of the licenses will be a "final order." Second Thursday policy or rationale is not a FCC law or requirement, but rather a policy consideration that does not apply at all to any of these challenges outside of the FCC Hearing (and there, only with regard to the geographic licenses).

It is apparent to Skytel that the Debtor does not want the creditors to understand these critical matters.

To illustrate this "final order" issue, we refer to language from several Debtor APAs:

Southern California Regional Rail Authority APA

Dkt. #87-1 in the bankruptcy case: Partitioned License Purchase Agreement (emphasis added):

Page 3:

> *"Final Order"* means actions by a regulatory authority that are effective under law and regulations governing such regulatory authority and as to which (i) no request for stay by such authority of the action is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it has passed; (ii) no petition for rehearing or reconsideration of the action is pending before such authority, and the time for filing any such petition has passed; (iii) such authority does not have the action under reconsideration on its own motion and the time for such reconsideration has passed; and(iv) no appeal to a court, or request for stay by a court, of such authority's action is pending or in effect, and, if any deadline for filing any such appeal or request is designated by statute or rule, it has passed.

Page 6, Article 3 Closing:

> 3.1. Closing. Subject to the fulfillment or waiver of the parties' respective conditions to closing set forth in Articles 8 and 9,the closing of the sale and purchase of the Partitioned License (the *"Closing")* shall occur at the offices of Fletcher Heald and Hildreth, PLC in Rosslyn, Virginia at 10:00a.m., local time, on the date that is ten (10) Business Days following the day upon which the conditions precedent in Articles 8 and 9 to the Closing are satisfied or waived (the *"Closing Date").* The Closing shall be deemed to have occurred at 12:01a.m. on the Closing Date.

Page 13, Article 8 Conditions Precedent to the Obligations of Buyer, Section 8.3:

8.3. Receipt of Consents. The FCC Partial Assignment of License Consent shall have been obtained, and unless waived by Buyer, shall include the FCC Waiver and shall be a Final Order. The FCC Seller Modification of License Consent shall have been obtained, and shall be a Final Order.

Interstate Power & Light APA

Dkt. # 222 in the bankruptcy case: MC/LM-IPL License Assignment Agreement (emphasis added):

Page 4, Section 3(G):

> Finality. For purposes of this Agreement, FCC Consent shall become a "Final Order" when the FCC (or the FCC's staff, pursuant to delegated authority) has granted its written consent to the FCC Assignment Applications and Request For Waiver as described in Section 3(C) above and such action: (i) shall not have been reversed, stayed, enjoined, set aside, annulled, revoked or suspended by the FCC or any other administrative or judicial body with jurisdiction over the transactions contemplated by this Agreement, and (ii) with respect to which: (a) no request for stay, petition for rehearing, appeal or certiorari, or *sua sponte* action with comparable effect by the FCC or any other administrative or judicial body with jurisdiction over the transactions contemplated by this Agreement shall be pending, and (b) the time for filing any such request, petition, appeal or certiorari, or *sua sponte* action shall have expired or otherwise terminated.

Page 5, Section 3.(B):

> Final Closing. The final consummation of the transactions contemplated by this
> Agreement (the "Final Closing") shall take place at a date and time designated by Assignee, but in no event later than twenty (20) calendar days after the date Assignee receives notice that the FCC Consent has become a Final Order, and in any case subject to the satisfaction or waiver of each of the conditions required to be satisfied or waived pursuant to Sections 11 and 12 herein.

Denton County Electric Cooperative, Inc. d/b/a CoServ Electric APA

Dkt. #127 in the bankruptcy case: Assignment and Assumption Agreement (emphasis added):

Page 2, Article I-Definitions, (f):

f) The term "Final Order" means that 45 days shall have elapsed from the effective date of the FCC Order without the filing of any adverse request, petition or appeal by any third party or by the FCC on its own motion with respect to the FCC Order, or any resubmission of any Assignment Application, or, if challenged, the FCC Order shall have been reaffirmed or upheld and the applicable period for seeking further administrative or judicial review shall have expired without the filing of any action, petition, or request for further review.

Page 3, Article II. (i) (i) and (A):

i) Conditions Precedent to the Obligations of CoServ. The obligations of CoServ to consummate the transaction contemplated by this Agreement are subject to each of the following conditions being met:

A) FCC Approval. The FCC shall have issued the FCC Order, and the FCC Order shall have become a Final Order unless such requirement has been waived by CoServ.

Dixie Electric Membership Corporation APA

Dkt. #122 in the bankruptcy case: Asset Purchase Agreement (emphasis added):

Page 1, Article I-Definitions:

c) The term "FCC Final **Order**" means that forty five (45) days shall have elapsed from the date of the FCC public notice of consent to assignment of the Licensed Channels from Seller to Buyer without any filing of any adverse request, petition or appeal by an third party or by the FCC on its own motion with respect to the application(s) for consent to assignment to be submitted to the FCC pursuant hereto, or any resubmission of such application(s), or, if challenged, such consent to assignment shall have been reaffirmed and upheld and fifteen (15) days shall have elapsed after the applicable period for seeking further administrative or judicial review shall have expired without the filing of any action, petition or request for further review.

Pages 3 and 4, Article II. (h) (i) and (A):

(i) At Closing or prior thereto, Seller will deliver to the Buyer:
(A) exclusive right, title and interest in and to the Licensed Channels, free and clear of all liens, security interests, pledges, encumbrances, options to purchase, rights of first refusal, adverse claims or restrictions of every kind and nature; and

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Certain Relevant Skytel legal actions

The following is a list of the major legal challenges by Skytel with claims against and to the Debtor licenses, as well as our antitrust law case (which if successful, regardless of damages awarded, may result in the District Court revoking the licenses under 47 U.S.C. §313):

We encourage parties to conduct their own due diligence on the Skytel and the FCC legal actions and claims against the Debtor and its licenses, and use expert FCC counsel in doing so. All of these actions and claims are public, easily reviewed, and well documented.

Pending

1. Skytel's position in the FCC Hearing against the Debtor and the licenses, under the Hearing Designation Order FCC 11-64, docket 11-71.[13] (In addition, certain Skytel parties may be giving notice to the FCC soon of a challenge to this Hearing based upon actions that Skytel asserts constitute reversible error.)

2. Skytel's Application for Review pending before the full Commission challenging all of the Debtor's geographic licenses, including as void *ab initio*, and claiming a right to them. This is under the application file number of the Debtor's "long form" in Auction 61, number 0002303355, accessible on the FCC online ULS system under an application search.[14]

3. Skytel's Sherman Act 1 case (and other claims dismissed but pending or soon to be pending on appeal) against the Debtor, certain other real parties in interest, and various affiliates, in the District Court in New Jersey.[15]

   (As noted above, if the court finds that the Debtor violated this antitrust law Act, then under 47 U.S.C. §313, it has the power to revoke the licenses, with no FCC action involved. Skytel believes it has sufficient evidence in hand, including in

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[13] A link to the docket is here (the FCC is slow in posting filings to this online docket): http://apps.fcc.gov/ecfs/proceeding/view?z=4nvvf&name=11-71

[14] The direct link is here: go to the Admin tab, then to pleadings list (the pleading comprise the primary record in the case including said Application for Review): http://wireless2.fcc.gov/UlsApp/ApplicationSearch/applMain.jsp?applID=3612537

[15] The court's decision denying Debtor's motion to dismiss the Sherman Act claim is here: http://www.scribd.com/doc/76918553/Havens-v-Mobex-2011-U-S-Dist-LEXIS-148654 .

The current Skytel entitites' (pending court acceptance) Third Amended Complaint is here: http://www.scribd.com/doc/104586468/Skybridge-Havens-Et-Al-v-Maritime-Mobex-Et-Al-Third-Amended-Complaint-NJ-US-District-Court-Sherman-Act-1-FCC-Licensees-Case final FCC actions, for the District Court to find violation(s) of this Act. Skytel's Third Amended Complaint in this action described these matters substantially.)

4. Various Skytel petitions pending before the FCC Wireless Bureau and the Commission challenging Debtor's licenses. These include cancellation of the Debtor's remaining site-based licenses due to lack of required timely construction/ coverage/ operations/ subscriber services based on clearly shown technical defects in expert engineering analysis (the case is not a close call). Debtor alleges to have kept no records to prove these fundamental requirements.

<u>Potential</u>

1. Appeals of any adverse decisions in above matters.

2. Appeals of any FCC grant of Second Thursday relief to the Debtor in or related to the Hearing.

3. Appeal of any FCC decision to grant special relief to any APA license assignee, such as SCRRA, based on assertions of special need for their license assignment application(s) to be processed and granted, with exemption from the FCC Hearing as to revocation or termination of the Debtor's license(s) at issue.

4. Other actions planned, based on existing FCC records, and new evidence ascertained.

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Concerning Skytel entities

This provides summary background information. Skytel entities are privately held. We engage in developments directly with others active in our fields.

Skytel FCC licenses lists and maps (not fully current but materially accurate):

> http://www.scribd.com/doc/36614169/Sky-Tel-Atlis-900-200-40-MHz-for-Smart-Transport-Energy-Environment-V3-9-10-Public

The Skytel FCC licenses contain approximately 1,750 million (1.75 billion) MHz Pops (a "MHz Pop" is common measure of radio spectrum quantity).[16] In comparison, Skytel believes that Debtor purports to still hold FCC licenses with approximately 200 million MHz Pops (subject to FCC claims and revocation proceedings).[17]

Skytel entities' FCC licenses may be verified by simple searches on the FCC online license database called ULS. The starting search page is here:

> http://wireless2.fcc.gov/UlsApp/UlsSearch/searchLicense.jsp

A recent technical and market position paper, by Dr. N.D. Tripathi, of a core aspect of Skytel's nationwide plan (produced in collaboration with Warren Havens):

> http://www.scribd.com/doc/104580013/LTE-for-M-LMS-900-MHz-for-Intelligent-Transportation-Systems-N-D-Tripathi-Aug-2012

A University of California Berkeley research project report, summary form, initiated and funded by Skytel (also of Berkeley) via our "ATLIS" financial support company, on the $160-320 billion annual benefits projected for the nation's ecomomy by implementation of

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[16] The Skytel M-LMS licenses are each 6 MHz in bandwidth, and its other licenses provide another 1+ MHz, the combination applies to parts of the nation with roughly 250 million persons, yielding approximately 1.750 billion MHz Pops. AMTS is currently seen in the market as more valuable, on a per-spectrum-unit basis than M-LMS, but M-LMS has more potential value on a per-unit basis, since it is wideband can use more advanced wideband technology and equipment, such as TD-LTE described in the N.D. Tripathi paper above.

[17] See the Debtor's geographic licenses described here, at page 4: http://www.spectrumbridge.com/Libraries/Prospectus/Prospectus_for_Nationwide_200MHz_Spectrum_Portfolio.sflb.ashx We exclude here the Debtor's site-based licenses, since most have been recently returned by the Debtor (by stipulation with the FCC Enforcement Bureau) to the FCC for cancellation, and those that remain have been admitted by Debtor in the FCC Hearing as out of actual operation (and with no evidence presented of actual construction as required) and thus, in Skytel's view, subject to permanent discontinuance under applicable FCC rules and procedures, including as applied under "issue (g)" in this Hearing.

nationwide high-accuracy location for Intelligent Transportation Systems, which is a core goal of the Skytel nationwide plan:

http://www.eecs.berkeley.edu/~venkyne/Publications_files/CHALOCBA.pdf

Scores of papers on aspects of Skytel's nationwide licenses, plans and developments:

http://www.scribd.com/warren_havens/shelf

Continuation of footnote 1:

Skytel also has pre-petition legal claims pending related to Debtor and Debtor affiliates' actions, including as to the Sprint Nextel purchase of broadband licenses from Mr. DePriest's company Wireless Properties of Virginia (WPV), and as to MariTel (formerly controlled and largely owned by Mr. DePriest), and others, which may be settled for additional sources of cash.

This would also result, we believe, in cash proceeds to WPV and Mr. DePriest. This may, in turn, facilitate resolution of issues between Mr. DePriest and the FCC indicated in the FCC Hearing Designation Order, FCC 11-64.

Since that would be in the FCC's and the public's interest, Skytel believes it would, as part of the Skytel plan, increase the chances of getting the FCC to agree to the Hearing settlement indicated in item (2) of the Skytel plan summary above.

Likewise, resolution of the other FCC-license related claims indicated in part above should have similar beneficial affects.

(A further draft may provide more specifics and estimated values.)

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